

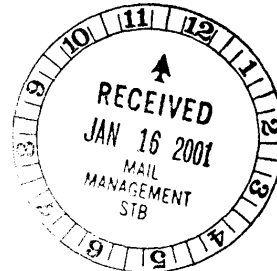
NATHAN SOMMERS LIPPMAN JACOBS & GORMAN

A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS

January 4, 2001

Vernon A. Williams  
Surface Transportation Board  
1925 K Street, N.W.  
Suite 700  
Washington, D.C. 20423

RECORDATION NO. **23365** FILED  
JAN 31 '01 12-34 PM  
TS  
SURFACE TRANSPORTATION BOARD



Re: Documents for Recordation

Dear Mr. Williams:

I have enclosed two (2) originals of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a security agreement dated as of December 15, 2000 (the "Security Agreement"), and is a primary document.

The names and addresses of the parties to the Security Agreement are as follows:

Secured Party:  
Southwest Bank of Texas, N.A.  
Five Post Oak Park  
4400 Post Oak Parkway  
Houston, Texas 77027

Debtor:  
United Rail Partners, Ltd.  
One Riverway, Suite 1010  
Houston, Texas 77056

A description of the equipment covered by the Security Agreement is as follows:

(a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto;

J0288.66.wpd

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases");

(d) all rights, remedies and privileges of Debtor to enforce the Leases;

(e) all other general intangibles of Debtor arising from or relating to the Leases; and

(f) all products and proceeds thereof (including insurance proceeds).

A short summary of the Security Agreement to appear in the index is as follows:

Security Agreement dated as of December 15, 2000, between Southwest Bank of Texas, N.A., Five Post Oak Park, 4400 Post Oak Parkway, Houston, Texas 77027 ("Secured Party") and United Rail Partners, Ltd., One Riverway, Suite 1010, Houston, Texas 77056 ("Debtor"), and covering the railroad cars listed on Exhibit "A" attached hereto; and all appurtenances and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith, and all products and proceeds thereof (including insurance proceeds).

A fee of \$26.00 is enclosed. Please return one (1) original to the undersigned after recording.

Very truly yours,

NATHAN SOMMERS LIPPMAN JACOBS & GORMAN,  
A Professional Corporation



Ann C. Jacobs

ACJ:tm  
Enclosure

NATHAN SOMMERS LIPPMAN JACOBS & GORMAN

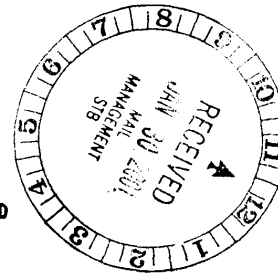
A PROFESSIONAL CORPORATION  
ATTORNEYS AND COUNSELORS

January 22, 2001

RECORDATION NO. 23365 FILED

Taledia Stokes  
Surface Transportation Board  
1925 K Street, N.W.  
Suite 700  
Washington, D.C. 20423

JAN 31 '01 12-34 PM  
TS  
SURFACE TRANSPORTATION BOARD



Re: United Rail Partners, Ltd.; Documents for Recordation

Dear Ms. Stokes:

Enclosed please find our check in the amount of \$2.00 for filing the previously delivered Security Agreements dated December 15, 2000.

The names and addresses of the parties to the Security Agreements are as follows:

Secured Party:

Southwest Bank of Texas, N.A.  
Five Post Oak Park  
4400 Post Oak Parkway  
Houston, Texas 77027

Debtor:

United Rail Partners, Ltd.  
One Riverway, Suite 1010  
Houston, Texas 77056

Please call me at 713.892.4863 if you have any questions or need any additional information.  
Thank you.

Very truly yours,

NATHAN SOMMERS LIPPMAN JACOBS & GORMAN,  
A Professional Corporation

Ana Barrera, Legal Assistant

:AMB  
Enclosure

J0288.67.wpd

EXHIBIT "A"

Railcars

## Exhibit "A"

## Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
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**Part 1 of 3, Active**

GATX013252		80001	ALBEMARLE CORPORATION
GATX013253		80002	ALBEMARLE CORPORATION
GATX013254		80003	ALBEMARLE CORPORATION
GATX013255		80004	ALBEMARLE CORPORATION
GATX013257		80005	ALBEMARLE CORPORATION
GATX013259		80006	ALBEMARLE CORPORATION
GATX013260		80007	ALBEMARLE CORPORATION
GATX051503		80008	ALBEMARLE CORPORATION
GATX014818		80009	ATLANTIC CITY ELECTRIC CO
GATX041134		80010	ATLANTIC CITY ELECTRIC CO
GATX041136		80011	ATLANTIC CITY ELECTRIC CO
GATX041141		80012	ATLANTIC CITY ELECTRIC CO
GATX041147		80013	ATLANTIC CITY ELECTRIC CO
GATX041149		80014	ATLANTIC CITY ELECTRIC CO
GATX041150		80015	ATLANTIC CITY ELECTRIC CO
GATX041151		80016	ATLANTIC CITY ELECTRIC CO
GATX041153		80017	ATLANTIC CITY ELECTRIC CO
GATX041156		80018	ATLANTIC CITY ELECTRIC CO
GATX041157		80019	ATLANTIC CITY ELECTRIC CO
GATX041161		80020	ATLANTIC CITY ELECTRIC CO
GATX041162		80021	ATLANTIC CITY ELECTRIC CO
GATX041163		80022	ATLANTIC CITY ELECTRIC CO
GATX041164		80023	ATLANTIC CITY ELECTRIC CO
GATX041167		80024	ATLANTIC CITY ELECTRIC CO
GATX041169		80025	ATLANTIC CITY ELECTRIC CO
GATX041171		80026	ATLANTIC CITY ELECTRIC CO
GATX041172		80027	ATLANTIC CITY ELECTRIC CO
GATX041176		80028	ATLANTIC CITY ELECTRIC CO
GATX041180		80029	ATLANTIC CITY ELECTRIC CO
GATX041183		80030	ATLANTIC CITY ELECTRIC CO
GATX041184		80031	ATLANTIC CITY ELECTRIC CO
GATX041189		80032	ATLANTIC CITY ELECTRIC CO
GATX041191		80033	ATLANTIC CITY ELECTRIC CO
GATX041194		80034	ATLANTIC CITY ELECTRIC CO
GATX041198		80035	ATLANTIC CITY ELECTRIC CO
GATX041199		80036	ATLANTIC CITY ELECTRIC CO
GATX041200		80037	ATLANTIC CITY ELECTRIC CO
GATX045676		80038	ATLANTIC CITY ELECTRIC CO
GATX045677		80039	ATLANTIC CITY ELECTRIC CO
GATX045678		80040	ATLANTIC CITY ELECTRIC CO
GATX045681		80041	ATLANTIC CITY ELECTRIC CO
GATX045685		80042	ATLANTIC CITY ELECTRIC CO
GATX045688		80043	ATLANTIC CITY ELECTRIC CO
GATX045689		80044	ATLANTIC CITY ELECTRIC CO
GATX045691		80045	ATLANTIC CITY ELECTRIC CO
GATX045692		80046	ATLANTIC CITY ELECTRIC CO
GATX045695		80047	ATLANTIC CITY ELECTRIC CO
GATX045699		80048	ATLANTIC CITY ELECTRIC CO

Exhibit "A"

Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX045704		80049	ATLANTIC CITY ELECTRIC CO
GATX045705		80050	ATLANTIC CITY ELECTRIC CO
GATX045706		80051	ATLANTIC CITY ELECTRIC CO
GATX045707		80052	ATLANTIC CITY ELECTRIC CO
GATX045708		80053	ATLANTIC CITY ELECTRIC CO
GATX045709		80054	ATLANTIC CITY ELECTRIC CO
GATX045710		80055	ATLANTIC CITY ELECTRIC CO
GATX045711		80056	ATLANTIC CITY ELECTRIC CO
GATX045713		80057	ATLANTIC CITY ELECTRIC CO
GATX094530		80058	ATLANTIC CITY ELECTRIC CO
GATX011871		80059	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX012743		80060	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX028820		80061	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX035810		80062	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX043414		80063	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX048282		80064	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX056141		80065	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX043253		80066	COASTAL REFINING & MARKETING INC.
GATX043259		80067	COASTAL REFINING & MARKETING INC.
GATX043260		80068	COASTAL REFINING & MARKETING INC.
GATX043263		80069	COASTAL REFINING & MARKETING INC.
GATX043266		80070	COASTAL REFINING & MARKETING INC.
GATX043285		80071	COASTAL REFINING & MARKETING INC.
GATX048931		80072	COASTAL REFINING & MARKETING INC.
GATX048967		80073	COASTAL REFINING & MARKETING INC.
GATX048975		80074	COASTAL REFINING & MARKETING INC.
GATX049034		80075	COASTAL REFINING & MARKETING INC.
GATX014808		80076	CONSOLIDATED OIL & TRANSPORTATION C
GATX014825		80077	CONSOLIDATED OIL & TRANSPORTATION C
GATX016009		80078	CONSOLIDATED OIL & TRANSPORTATION C
GATX016049		80079	CONSOLIDATED OIL & TRANSPORTATION C
GATX016202		80080	CONSOLIDATED OIL & TRANSPORTATION C
GATX016222		80081	CONSOLIDATED OIL & TRANSPORTATION C
GATX018018		80082	CONSOLIDATED OIL & TRANSPORTATION C
GATX019403		80083	CONSOLIDATED OIL & TRANSPORTATION C
GATX019414		80084	CONSOLIDATED OIL & TRANSPORTATION C
GATX019812		80085	CONSOLIDATED OIL & TRANSPORTATION C
GATX020561		80086	CONSOLIDATED OIL & TRANSPORTATION C
GATX020569		80087	CONSOLIDATED OIL & TRANSPORTATION C
GATX023202		80088	CONSOLIDATED OIL & TRANSPORTATION C
GATX023233		80089	CONSOLIDATED OIL & TRANSPORTATION C
GATX023473		80090	CONSOLIDATED OIL & TRANSPORTATION C
GATX023490		80091	CONSOLIDATED OIL & TRANSPORTATION C
GATX023491		80092	CONSOLIDATED OIL & TRANSPORTATION C
GATX041133		80093	CONSOLIDATED OIL & TRANSPORTATION C
GATX041799		80094	CONSOLIDATED OIL & TRANSPORTATION C
GATX042242		80095	CONSOLIDATED OIL & TRANSPORTATION C
GATX043031		80096	CONSOLIDATED OIL & TRANSPORTATION C
GATX043040		80097	CONSOLIDATED OIL & TRANSPORTATION C

Exhibit "A"

Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

Railcar ID	Re-Stencil GATX Car #	Re-Stencil SRIX Car #	Customer Name
GATX043041		80098	CONSOLIDATED OIL & TRANSPORTATION C
GATX043045		80099	CONSOLIDATED OIL & TRANSPORTATION C
GATX043047		80100	CONSOLIDATED OIL & TRANSPORTATION C
GATX043052		80101	CONSOLIDATED OIL & TRANSPORTATION C
GATX043864		80102	CONSOLIDATED OIL & TRANSPORTATION C
GATX043889		80103	CONSOLIDATED OIL & TRANSPORTATION C
GATX045682		80104	CONSOLIDATED OIL & TRANSPORTATION C
GATX045684		80105	CONSOLIDATED OIL & TRANSPORTATION C
GATX047671		80106	CONSOLIDATED OIL & TRANSPORTATION C
GATX048961		80107	CONSOLIDATED OIL & TRANSPORTATION C
GATX049163		80108	CONSOLIDATED OIL & TRANSPORTATION C
GATX049169		80109	CONSOLIDATED OIL & TRANSPORTATION C
GATX049770		80110	CONSOLIDATED OIL & TRANSPORTATION C
GATX050501		80111	CONSOLIDATED OIL & TRANSPORTATION C
GATX050986		80112	CONSOLIDATED OIL & TRANSPORTATION C
GATX056625		80113	CONSOLIDATED OIL & TRANSPORTATION C
GATX056640		80114	CONSOLIDATED OIL & TRANSPORTATION C
GATX056641		80115	CONSOLIDATED OIL & TRANSPORTATION C
GATX056646		80116	CONSOLIDATED OIL & TRANSPORTATION C
GATX081434		80117	CONSOLIDATED OIL & TRANSPORTATION C
GATX092967		80118	CONSOLIDATED OIL & TRANSPORTATION C
GATX092969		80119	CONSOLIDATED OIL & TRANSPORTATION C
GATX092970		80120	CONSOLIDATED OIL & TRANSPORTATION C
GATX092971		80121	CONSOLIDATED OIL & TRANSPORTATION C
GATX094526		80122	CONSOLIDATED OIL & TRANSPORTATION C
GATX094585		80123	CONSOLIDATED OIL & TRANSPORTATION C
GATX094587		80124	CONSOLIDATED OIL & TRANSPORTATION C
GATX094588		80125	CONSOLIDATED OIL & TRANSPORTATION C
GATX014823		80126	GOLDEN BEAR OIL SPECIALTIES
GATX015630		80127	GOLDEN BEAR OIL SPECIALTIES
GATX022535		80128	GOLDEN BEAR OIL SPECIALTIES
GATX022553		80129	GOLDEN BEAR OIL SPECIALTIES
GATX022585		80130	GOLDEN BEAR OIL SPECIALTIES
GATX023118		80131	GOLDEN BEAR OIL SPECIALTIES
GATX049158		80132	GOLDEN BEAR OIL SPECIALTIES
GATX056145		80133	GOLDEN BEAR OIL SPECIALTIES
GATX056396		80134	GOLDEN BEAR OIL SPECIALTIES
GATX071051		80135	GOLDEN BEAR OIL SPECIALTIES
GATX013569		80136	HERITAGE GROUP THE
GATX013692		80137	HERITAGE GROUP THE
GATX014810		80138	HERITAGE GROUP THE
GATX015637		80139	HERITAGE GROUP THE
GATX015641		80140	HERITAGE GROUP THE
GATX015642		80141	HERITAGE GROUP THE
GATX015643		80142	HERITAGE GROUP THE
GATX016001		80143	HERITAGE GROUP THE
GATX016008		80144	HERITAGE GROUP THE
GATX016015		80145	HERITAGE GROUP THE
GATX016018		80146	HERITAGE GROUP THE

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX016024		80147	HERITAGE GROUP THE
GATX016027		80148	HERITAGE GROUP THE
GATX016034		80149	HERITAGE GROUP THE
GATX016050		80150	HERITAGE GROUP THE
GATX016513		80151	HERITAGE GROUP THE
GATX016765		80152	HERITAGE GROUP THE
GATX016775		80153	HERITAGE GROUP THE
GATX020154		80154	HERITAGE GROUP THE
GATX020180		80155	HERITAGE GROUP THE
GATX023479		80156	HERITAGE GROUP THE
GATX023561		80157	HERITAGE GROUP THE
GATX025693		80158	HERITAGE GROUP THE
GATX033317		80159	HERITAGE GROUP THE
GATX038378		80160	HERITAGE GROUP THE
GATX038380		80161	HERITAGE GROUP THE
GATX038392		80162	HERITAGE GROUP THE
GATX040986		80163	HERITAGE GROUP THE
GATX041681		80164	HERITAGE GROUP THE
GATX041683		80165	HERITAGE GROUP THE
GATX041686		80166	HERITAGE GROUP THE
GATX041689		80167	HERITAGE GROUP THE
GATX041987		80168	HERITAGE GROUP THE
GATX041988		80169	HERITAGE GROUP THE
GATX042005		80170	HERITAGE GROUP THE
GATX042041		80171	HERITAGE GROUP THE
GATX042045		80172	HERITAGE GROUP THE
GATX042121		80173	HERITAGE GROUP THE
GATX042226		80174	HERITAGE GROUP THE
GATX043062		80175	HERITAGE GROUP THE
GATX043117		80176	HERITAGE GROUP THE
GATX043227		80177	HERITAGE GROUP THE
GATX043264		80178	HERITAGE GROUP THE
GATX043445		80179	HERITAGE GROUP THE
GATX043533		80180	HERITAGE GROUP THE
GATX043581		80181	HERITAGE GROUP THE
GATX043618		80182	HERITAGE GROUP THE
GATX043871		80183	HERITAGE GROUP THE
GATX043874		80184	HERITAGE GROUP THE
GATX043886		80185	HERITAGE GROUP THE
GATX043890		80186	HERITAGE GROUP THE
GATX045105		80187	HERITAGE GROUP THE
GATX045112		80188	HERITAGE GROUP THE
GATX045117		80189	HERITAGE GROUP THE
GATX045141		80190	HERITAGE GROUP THE
GATX047558		80191	HERITAGE GROUP THE
GATX047576		80192	HERITAGE GROUP THE
GATX047613		80193	HERITAGE GROUP THE
GATX047643		80194	HERITAGE GROUP THE
GATX047668		80195	HERITAGE GROUP THE



Exhibit "A"

Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

Railcar ID	Re-Stencil GATX Car #	Re-Stencil SRIX Car #	Customer Name
GATX047685		80196	HERITAGE GROUP THE
GATX048271		80197	HERITAGE GROUP THE
GATX048902		80198	HERITAGE GROUP THE
GATX048904		80199	HERITAGE GROUP THE
GATX048908		80200	HERITAGE GROUP THE
GATX048909		80201	HERITAGE GROUP THE
GATX048936		80202	HERITAGE GROUP THE
GATX048939		80203	HERITAGE GROUP THE
GATX048944		80204	HERITAGE GROUP THE
GATX048950		80205	HERITAGE GROUP THE
GATX049024		80206	HERITAGE GROUP THE
GATX056140		80207	HERITAGE GROUP THE
GATX070967		80208	HERITAGE GROUP THE
GATX091295		80209	HERITAGE GROUP THE
GATX093140		80210	HERITAGE GROUP THE
GATX093178		80211	HERITAGE GROUP THE
GATX093200		80212	HERITAGE GROUP THE
GATX023574		80213	LUX INTERNATIONAL CORP
GATX042238		80214	LUX INTERNATIONAL CORP
GATX043289		80215	LUX INTERNATIONAL CORP
GATX047649		80216	LUX INTERNATIONAL CORP
GATX048913		80217	LUX INTERNATIONAL CORP
GATX014820		80218	NK ASPHALT PARTNERS
GATX016036		80219	NK ASPHALT PARTNERS
GATX020188		80220	NK ASPHALT PARTNERS
GATX035854		80221	NK ASPHALT PARTNERS
GATX041985		80222	NK ASPHALT PARTNERS
GATX042205		80223	NK ASPHALT PARTNERS
GATX042230		80224	NK ASPHALT PARTNERS
GATX042235		80225	NK ASPHALT PARTNERS
GATX042236		80226	NK ASPHALT PARTNERS
GATX042244		80227	NK ASPHALT PARTNERS
GATX042258		80228	NK ASPHALT PARTNERS
GATX042265		80229	NK ASPHALT PARTNERS
GATX042268		80230	NK ASPHALT PARTNERS
GATX043001		80231	NK ASPHALT PARTNERS
GATX043055		80232	NK ASPHALT PARTNERS
GATX043059		80233	NK ASPHALT PARTNERS
GATX043087		80234	NK ASPHALT PARTNERS
GATX047596		80235	NK ASPHALT PARTNERS
GATX052209		80236	NK ASPHALT PARTNERS
GATX057706		80237	NK ASPHALT PARTNERS
GATX092974		80238	NK ASPHALT PARTNERS
GATX093137		80239	NK ASPHALT PARTNERS
GATX093219		80240	NK ASPHALT PARTNERS
GATX093223		80241	NK ASPHALT PARTNERS
GATX094500		80242	NK ASPHALT PARTNERS
GATX012726		80243	SAFETY-KLEEN CORPORATION
GATX012849		80244	SAFETY-KLEEN CORPORATION

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX013696		80245	SAFETY-KLEEN CORPORATION
GATX014822		80246	SAFETY-KLEEN CORPORATION
GATX016007		80247	SAFETY-KLEEN CORPORATION
GATX020195		80248	SAFETY-KLEEN CORPORATION
GATX035848		80249	SAFETY-KLEEN CORPORATION
GATX042004		80250	SAFETY-KLEEN CORPORATION
GATX042212		80251	SAFETY-KLEEN CORPORATION
GATX042594		80252	SAFETY-KLEEN CORPORATION
GATX043016		80253	SAFETY-KLEEN CORPORATION
GATX047150		80254	SAFETY-KLEEN CORPORATION
GATX047553		80255	SAFETY-KLEEN CORPORATION
GATX047557		80256	SAFETY-KLEEN CORPORATION
GATX047586		80257	SAFETY-KLEEN CORPORATION
GATX047624		80258	SAFETY-KLEEN CORPORATION
GATX047670		80259	SAFETY-KLEEN CORPORATION
GATX048911		80260	SAFETY-KLEEN CORPORATION
GATX048941		80261	SAFETY-KLEEN CORPORATION
GATX048943		80262	SAFETY-KLEEN CORPORATION
GATX048945		80263	SAFETY-KLEEN CORPORATION
GATX048949		80264	SAFETY-KLEEN CORPORATION
GATX048958		80265	SAFETY-KLEEN CORPORATION
GATX048960		80266	SAFETY-KLEEN CORPORATION
GATX048965		80267	SAFETY-KLEEN CORPORATION
GATX048972		80268	SAFETY-KLEEN CORPORATION
GATX048983		80269	SAFETY-KLEEN CORPORATION
GATX048985		80270	SAFETY-KLEEN CORPORATION
GATX049174		80271	SAFETY-KLEEN CORPORATION
GATX049755		80272	SAFETY-KLEEN CORPORATION
GATX049781		80273	SAFETY-KLEEN CORPORATION
GATX093180		80274	SAFETY-KLEEN CORPORATION
GATX014430		80275	THE INTERNATIONAL GROUP INC
GATX022581		80276	THE INTERNATIONAL GROUP INC
GATX042327		80277	THE INTERNATIONAL GROUP INC
GATX042329		80278	THE INTERNATIONAL GROUP INC
GATX042332		80279	THE INTERNATIONAL GROUP INC
GATX042333		80280	THE INTERNATIONAL GROUP INC
GATX042377		80281	THE INTERNATIONAL GROUP INC
GATX048940		80282	THE INTERNATIONAL GROUP INC
GATX048977		80283	THE INTERNATIONAL GROUP INC
GATX050980		80284	THE INTERNATIONAL GROUP INC
GATX010561		80285	ULTRAMAR DIAMOND SHAMROCK
GATX011918		80286	ULTRAMAR DIAMOND SHAMROCK
GATX013935		80287	ULTRAMAR DIAMOND SHAMROCK
GATX013937		80288	ULTRAMAR DIAMOND SHAMROCK
GATX020556		80289	ULTRAMAR DIAMOND SHAMROCK
GATX020576		80290	ULTRAMAR DIAMOND SHAMROCK
GATX033316		80291	ULTRAMAR DIAMOND SHAMROCK
GATX035612		80292	ULTRAMAR DIAMOND SHAMROCK
GATX035617		80293	ULTRAMAR DIAMOND SHAMROCK

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX035619		80294	ULTRAMAR DIAMOND SHAMROCK
GATX035718		80295	ULTRAMAR DIAMOND SHAMROCK
GATX042073		80296	ULTRAMAR DIAMOND SHAMROCK
GATX042111		80297	ULTRAMAR DIAMOND SHAMROCK
GATX046134		80298	ULTRAMAR DIAMOND SHAMROCK
GATX047594		80299	ULTRAMAR DIAMOND SHAMROCK
GATX047633		80300	ULTRAMAR DIAMOND SHAMROCK
GATX047663		80301	ULTRAMAR DIAMOND SHAMROCK
GATX047667		80302	ULTRAMAR DIAMOND SHAMROCK
GATX056148		80303	ULTRAMAR DIAMOND SHAMROCK
GATX093081		80304	ULTRAMAR DIAMOND SHAMROCK
GATX093129		80305	ULTRAMAR DIAMOND SHAMROCK
GATX093131		80306	ULTRAMAR DIAMOND SHAMROCK
GATX094537		80307	ULTRAMAR DIAMOND SHAMROCK
GATX042218		80308	UNION PACIFIC SYSTEM
GATX043022		80309	UNION PACIFIC SYSTEM
GATX043057		80310	UNION PACIFIC SYSTEM
GATX044289		80311	UNION PACIFIC SYSTEM
GATX045120		80312	UNION PACIFIC SYSTEM
GATX045147		80313	UNION PACIFIC SYSTEM
GATX047556		80314	UNION PACIFIC SYSTEM
GATX047639		80315	UNION PACIFIC SYSTEM
GATX003700		80316	YOUNG REFINING CORPORATION
GATX011905		80317	YOUNG REFINING CORPORATION
GATX014151		80318	YOUNG REFINING CORPORATION
GATX014152		80319	YOUNG REFINING CORPORATION
GATX014157		80320	YOUNG REFINING CORPORATION
GATX015626		80321	YOUNG REFINING CORPORATION
GATX015627		80322	YOUNG REFINING CORPORATION
GATX015628		80323	YOUNG REFINING CORPORATION
GATX015631		80324	YOUNG REFINING CORPORATION
GATX015633		80325	YOUNG REFINING CORPORATION
GATX015635		80326	YOUNG REFINING CORPORATION
GATX015645		80327	YOUNG REFINING CORPORATION
GATX015646		80328	YOUNG REFINING CORPORATION
GATX020179		80329	YOUNG REFINING CORPORATION
GATX020190		80330	YOUNG REFINING CORPORATION
GATX027226		80331	YOUNG REFINING CORPORATION
GATX027227		80332	YOUNG REFINING CORPORATION
GATX027230		80333	YOUNG REFINING CORPORATION
GATX034468		80334	YOUNG REFINING CORPORATION
GATX041165		80335	YOUNG REFINING CORPORATION
GATX042034		80336	YOUNG REFINING CORPORATION
GATX042114		80337	YOUNG REFINING CORPORATION
GATX043852		80338	YOUNG REFINING CORPORATION
GATX047653		80339	YOUNG REFINING CORPORATION
GATX047657		80340	YOUNG REFINING CORPORATION
GATX047660		80341	YOUNG REFINING CORPORATION
GATX081427		80342	YOUNG REFINING CORPORATION

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX081428		80343	YOUNG REFINING CORPORATION
GATX093023		80344	YOUNG REFINING CORPORATION
GATX093902		80345	YOUNG REFINING CORPORATION
GATX094518		80346	YOUNG REFINING CORPORATION
<i>Total Part 1 of 3</i>		346	

## Exhibit "A"

## Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
<b>Part 2 of 3, Idle</b>			
GATX013667		80347	Cars not on lease
GATX013914		80348	Cars not on lease
GATX015434		80349	Cars not on lease
GATX016030		80350	Cars not on lease
GATX017261		80351	Cars not on lease
GATX017655		80352	Cars not on lease
GATX017688		80353	Cars not on lease
GATX017689		80354	Cars not on lease
GATX017690		80355	Cars not on lease
GATX018526		80356	Cars not on lease
GATX018539		80357	Cars not on lease
GATX020475		80358	Cars not on lease
GATX020477		80359	Cars not on lease
GATX020486		80360	Cars not on lease
GATX020488		80361	Cars not on lease
GATX020564		80362	Cars not on lease
GATX020642		80363	Cars not on lease
GATX020672		80364	Cars not on lease
GATX020684		80365	Cars not on lease
GATX022534		80366	Cars not on lease
GATX024656		80367	Cars not on lease
GATX024671		80368	Cars not on lease
GATX028802		80369	Cars not on lease
GATX030192		80370	Cars not on lease
GATX041795		80371	Cars not on lease
GATX045697		80372	Cars not on lease
GATX047138		80373	Cars not on lease
GATX047140		80374	Cars not on lease
GATX047148		80375	Cars not on lease
GATX048283		80376	Cars not on lease
GATX050502		80377	Cars not on lease
GATX050855		80378	Cars not on lease
GATX050979		80379	Cars not on lease
GATX066511		80380	Cars not on lease
GATX071943		80381	Cars not on lease
GATX071945		80382	Cars not on lease
GATX072005		80383	Cars not on lease
<b>Total Part 2 of 3</b>		<b>37</b>	

## Exhibit "A"

## Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
<i>Part 3 of 3, Idle</i>			
AMCX023002	GATX001815	80384	Cars not on lease
AMCX023005	GATX001818	80385	Cars not on lease
AMCX023024	GATX002078	80386	Cars not on lease
AMCX023030	GATX002084	80387	Cars not on lease
AMCX023031	GATX002085	80388	Cars not on lease
AMCX023040	GATX002094	80389	Cars not on lease
AMCX023049	GATX002103	80390	Cars not on lease
AMCX023058	GATX002112	80391	Cars not on lease
AMCX023066	GATX001822	80392	Cars not on lease
AMCX023084	GATX001710	80393	Cars not on lease
AMCX023088	GATX001714	80394	Cars not on lease
AMCX023092	GATX001718	80395	Cars not on lease
AMCX025508	GATX002116	80396	Cars not on lease
AMCX025650	GATX001767	80397	Cars not on lease
AMCX025658	GATX001769	80398	Cars not on lease
AMCX025659	GATX001770	80399	Cars not on lease
AMCX025670	GATX001773	80400	Cars not on lease
AMCX025674	GATX001774	80401	Cars not on lease
AMCX025675	GATX001775	80402	Cars not on lease
AMCX025678	GATX001776	80403	Cars not on lease
AMCX025679	GATX001777	80404	Cars not on lease
AMCX025681	GATX001779	80405	Cars not on lease
AMCX025682	GATX001780	80406	Cars not on lease
AMCX025683	GATX001781	80407	Cars not on lease
AMCX025684	GATX001782	80408	Cars not on lease
AMCX025720	GATX002247	80409	Cars not on lease
AMCX025721	GATX002248	80410	Cars not on lease
AMCX025722	GATX002249	80411	Cars not on lease
AMCX025724	GATX002251	80412	Cars not on lease
AMCX025725	GATX002252	80413	Cars not on lease
AMCX025726	GATX002253	80414	Cars not on lease
AMCX025730	GATX002257	80415	Cars not on lease
AMCX025733	GATX002260	80416	Cars not on lease
AMCX025737	GATX002264	80417	Cars not on lease
AMCX025739	GATX002266	80418	Cars not on lease
<i>Total Part 3 of 3</i>		<i>35</i>	
<i>Grand Total</i>		<i>418</i>	

RECORDATION NO. **23365** FILED

JAN 31 '01 12-8 4 PM

**SURFACE TRANSPORTATION BOARD**

SECURITY AGREEMENT



THIS SECURITY AGREEMENT dated as of December 15, 2000 (this "Agreement"), is by and between UNITED RAIL PARTNERS, LTD., a Texas limited partnership (the "Debtor") and SOUTHWEST BANK OF TEXAS, N.A., a national banking association ("Secured Party").

RECITALS:

A. Debtor and Secured Party have entered into that certain Loan Agreement dated as of December 15, 2000 (such Loan Agreement, as the same may be amended or modified from time to time, is referred to herein as the "Loan Agreement").

B. Secured Party has conditioned its obligations under the Loan Agreement upon, among other things, the execution and delivery of this Agreement by Debtor.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Security Interest

Section 1.01. Security Interest. Debtor hereby grants to Secured Party a security interest in the following property, whether now owned or existing or hereafter arising or acquired and wherever arising or located (such property being hereinafter sometimes called the "Collateral"):

(a) the general purpose tank railcars (the "Railcars"), more specifically described in Exhibit "A" attached hereto;

(b) all Debtor's right title and interest to all tangible personal property incorporated into the Railcars or acquired for incorporation into the Railcars, including all machinery, equipment, fixtures and other personalty of every nature and description incorporated into the Railcars or acquired for incorporation into the Railcars, whether now owned or hereafter acquired, and all appurtenances, accessions and additions thereto and substitutions and replacements therefor, wheresoever located, including all tools, parts and accessories used in connection therewith;

(c) all of Debtors right, title and interest in and to any and all leases covering the Railcars (the "Leases");

- (d) all rights, remedies and privileges of Debtor to enforce the Leases;
- (e) all other general intangibles of Debtor arising from or relating to the Leases; and
- (f) all products and proceeds thereof (including insurance proceeds).

All terms used in this Agreement that are defined in the Uniform Commercial Code as adopted in the state of Texas shall have the meanings specified in the Uniform Commercial Code as adopted by the State of Texas.

Section 1.02. Obligations. The Collateral shall secure the following obligations, indebtedness, and liabilities (all such obligations, indebtedness, and liabilities being hereinafter sometimes called the "Obligations"):

- (a) the obligations and indebtedness of Debtor to Secured Party evidenced by that certain promissory note in the original principal amount of \$1,033,624.00 dated December 15, 2000, executed by Debtor and payable to the order of Secured Party ("Note-B");
- (b) the Obligations-B (as defined in the Loan Agreement);
- (c) all future advances by Secured Party to Debtor under Term Loan-B (as defined in the Loan Agreement) or Note-B;
- (d) all costs and expenses, including, without limitation, all attorneys' fees and legal expenses, incurred by Secured Party to preserve and maintain the Collateral, collect the obligations herein described, and enforce this Agreement; and
- (e) all extensions, renewals, and modifications of any of the foregoing.

Section 1.03. Senior Security Interest. Pursuant to that certain Security Agreement of even date herewith (the "Security Agreement-A"), Debtor has granted to Secured Party a security interest in the Collateral (the "Security Interest-A") to secure all the indebtedness of Debtor to Secured Party under the Loan Agreement, including, without limitation the indebtedness of Debtor to Secured Party evidenced by Note-A (as defined in the Loan Agreement), but excluding the indebtedness of Debtor to Secured Party (i) under Note-B, and (ii) with respect to Obligations-B. Debtor and Secured Party agree that the security interest created by this Agreement is subordinate in all respects to the Security Interest-A, and that the Security Interest-A is superior and prior to the security interest created by this Agreement.



## ARTICLE II

### Representations and Warranties

To induce Secured Party to enter into this Agreement and the Loan Agreement, Debtor represents and warrants to Secured Party that:

Section 2.01. Title. Except for the security interest granted herein and the Security Interest-A, Debtor owns, and with respect to Collateral acquired after the date hereof Debtor will own, the Collateral free and clear of any lien, security interest, or other encumbrance.

Section 2.02. Financing Statements. No financing statement, security agreement, or other lien or security instrument covering all or any part of the Collateral is on file in any public office, except as may have been filed in favor of Secured Party or with respect to the Security Interest-A.

Section 2.03. No Consent. The approval and authorization of the Surface Transportation Board of the Department of Transportation, the Association of American Railroads, the Interstate Commerce Commission or any other entity is not needed for the execution, delivery, and performance of this Agreement and the other Loan Documents to which Debtor is a party.

Section 2.04. Principal Place of Business. The principal place of business and chief executive office of Debtor, and the office where Debtor keeps its books and records, is located at the address of Debtor listed in the Loan Agreement.

## ARTICLE III

### Covenants

Debtor covenants and agrees with Secured Party that until the Obligations are paid and performed in full:

Section 3.01. Maintenance. Debtor shall maintain the Collateral in good operating condition and repair and shall not permit any waste or destruction of the Collateral or any part thereof. Debtor shall not use or permit the Collateral to be used in violation of any law or inconsistently with the terms of any policy of insurance. Debtor shall not use or permit the Collateral to be used in any manner or for any purpose that would impair the value of the Collateral or expose the Collateral to unusual risk.

Section 3.02. Encumbrances. Debtor shall not create, permit, or suffer to exist, and shall defend the Collateral against any lien, security interest, or other encumbrance on the Collateral except the security interest of Secured Party hereunder and the Security Interest-A,

and shall defend Debtor's rights in the Collateral and Secured Party's security interest in the Collateral against the claims of all persons and entities.

Section 3.03. Modification of Collateral; Leases. Debtor shall do nothing to impair the rights of Secured Party in the Collateral. Debtor shall not modify the Collateral. Debtor shall not grant any extension of time for any payment with respect to the Collateral, or release in whole or in part any person or entity liable for payment with respect to the Collateral, or allow any credit or discount for payment with respect to the Collateral other than normal trade discounts granted in the ordinary course of business. Debtor shall maintain the Leases in full force and effect. Debtor shall perform its obligations under the Leases and shall use its best and diligent efforts to enforce performance of the lessees under the Leases.

Section 3.04. Disposition of Collateral. Debtor shall not sell, lease, or otherwise dispose of the Collateral or any part thereof, except as provided in Section 9.3 of the Loan Agreement.

Section 3.05. Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, the execution and filing of such financing statements as Secured Party may require. A carbon, photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement.

Section 3.06. Risk of Loss; Insurance. Debtor shall be responsible for any loss of or damage to the Collateral as provided in the Loan Agreement.

Section 3.07. Inspection Rights. Debtor shall permit Secured Party and its representatives to examine or inspect the Collateral wherever located and to examine, inspect, and copy Debtor's books and records at any reasonable time and as often as Secured Party may desire.

Section 3.08. Notification. Debtor shall promptly notify Secured Party of (a) any lien, security interest, encumbrance, or claim made or threatened against the Collateral, (b) any material change in the Collateral, including, without limitation, any material damage to or loss of the Collateral, and (c) any investigation, action or complaint filed by or with the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission, or the Association of American Railroads.

Section 3.09. Corporate Changes. Debtor shall not change its name, identity, or corporate structure in any manner that might make any financing statement filed in connection with this Agreement misleading. Debtor shall not change its principal place of business, chief

executive office, or the place where it keeps its books and records unless it shall have given Secured Party thirty (30) days prior written notice thereof and shall have taken all action deemed necessary or desirable by Secured Party to cause its security interest in the Collateral to be perfected with the priority required by this Agreement.

Section 3.10. Compliance with Laws. Debtor shall comply with 49 USCS §§ 10101 et seq., and all applicable laws, rules, regulations, and orders of any court or governmental authority, including but not limited to the Surface Transportation Board of the Department of Transportation, the Interstate Commerce Commission and the Association of American Railroads.

#### ARTICLE IV

##### Rights of Secured Party

Section 4.01. Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of Debtor or in its own name, upon the occurrence of an Event of Default, to take any and all action and to execute any and all documents and instruments which Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right on behalf of Debtor and in its own name to do any of the following, without notice to or the consent of Debtor:

- (a) to demand, sue for, collect, or receive in the name of Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title, or any other instruments for the payment of money under the Collateral or any policy of insurance;
- (b) to pay or discharge taxes, liens, security interests, or other encumbrances levied or placed on or threatened against the Collateral;
- (c) to send requests for verification to account debtors and other obligors;
- (d) to notify post office authorities to change the address for delivery of mail of Debtor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Debtor; and
- (e) (i) to direct lessees and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (ii) to receive payment of and receipt for any and all monies, claims, and other amounts due and to

become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral; (iv) to insure, and to make, settle, compromise, or adjust claims under any insurance policy covering any of the Collateral; and (v) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve, or realize upon the Collateral and Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Secured Party shall not be liable for any act or omission or for any error of judgment or any mistake of fact or law in its individual capacity or in its capacity as attorney-in-fact except acts or omissions resulting from its willful misconduct. This power of attorney is conferred on Secured Party solely to protect, preserve, and realize upon its security interest in the Collateral. Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any security interest or lien given to secure the Collateral.

Section 4.02. Performance by Secured Party. If Debtor fails to perform or comply with any of its agreements contained herein, Secured Party itself may, at its sole discretion, cause or attempt to cause performance or compliance with such agreement and the expenses of Secured Party, together with interest thereon at the maximum nonusurious per annum rate permitted by applicable law, shall be payable by Debtor to Secured Party on demand and shall constitute Obligations secured by this Agreement. Notwithstanding the foregoing, it is expressly agreed that Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

Section 4.03. Assignment by Secured Party. Secured Party may from time to time assign the Obligations and any portion thereof or the Collateral and any portion thereof, and the assignee shall be entitled to all of the rights and remedies of Secured Party under this Agreement in relation thereto.

## ARTICLE V

### Default

Section 5.01. Events of Default. The term "Event of Default" shall mean an Event of Default as defined in the Loan Agreement.

Section 5.02. Rights and Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies:

(a) Secured Party may declare the Obligations or any part thereof immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor; provided, however, that upon the occurrence of an Event of Default under Section 11.1(d) or Section 11.1(e) of the Loan Agreement, the Obligations shall become immediately due and payable without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Debtor.

(b) In addition to all other rights and remedies granted to Secured Party in this Agreement and in any other instrument or agreement securing, evidencing, or relating to the Obligations or any part thereof, Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas. Without limiting the generality of the foregoing, Secured Party may (i) without demand or notice to Debtor, collect, receive, or take possession of the Collateral or any part thereof and for that purpose Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable, and/or (ii) sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at Secured Party's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at any place designated by Secured Party that is reasonably convenient to Debtor and Secured Party. Debtor agrees that Secured Party shall not be obligated to give more than five (5) days written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Debtor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all attorneys' fees, legal expenses, and all other costs and expenses incurred by Secured Party in connection with the collection of the Obligations and the enforcement of Secured Party's rights under this Agreement. Secured Party may apply the Collateral against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay the Obligations in full. Debtor waives all rights of marshalling in respect of the Collateral.

(c) Secured Party may cause any or all of the Collateral held by it to be transferred into the name of Secured Party or the name or names of Secured Party's nominee or nominees.

(d) Secured Party reserves all rights and remedies available to Secured Party under 49 USCS §§ 10101 et seq, and all other rights and remedies available to Secured Party through the Surface Transportation Board of the Department of Commerce, the Association of American Railroads, the Interstate Commerce Commission and any other governmental authority having jurisdiction over the Collateral.

## ARTICLE VI

### Miscellaneous

Section 6.01. No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

Section 6.02. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, successors, and assigns, except that Debtor may not assign any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

Section 6.03. Amendment. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

Section 6.04. Notices. All notices and other communications provided for in this Agreement shall be given as provided in the Loan Agreement.

Section 6.05. Applicable Law; Venue; Service of Process. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Agreement has been entered into in Harris County, Texas, and it shall be performable for all purposes in Harris County, Texas. The venue of, and provisions regarding service of process in connection with any action or proceeding hereunder shall be determined as provided in the Loan Agreement.

Section 6.06. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 6.07. Survival of Representations and Warranties. All representations and warranties made in this Agreement or in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement, and no investigation by Secured Party shall affect the representations and warranties or the right of Secured Party to rely upon them.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.09. Waiver of Bond. In the event Secured Party seeks to take possession of any or all of the Collateral by judicial process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

Section 6.10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.11. Obligations Absolute. The obligations of Debtor under this Agreement shall be absolute and unconditional and, except upon payment and performance of the Obligations in full, shall not be released, discharged, reduced, or in any way impaired by any circumstance whatsoever, including, without limitation, any amendment, modification, extension, or renewal of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any release or subordination of collateral, or any waiver, consent, extension, indulgence, compromise, settlement, or other action or inaction in respect of this Agreement, the Obligations, or any document or instrument evidencing, securing, or otherwise relating to the Obligations, or any exercise or failure to exercise any right, remedy, power, or privilege in respect of the Obligations. Secured Party shall not have any liability or responsibility for the performance of any obligation of Debtor under this Agreement.

Section 6.12. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

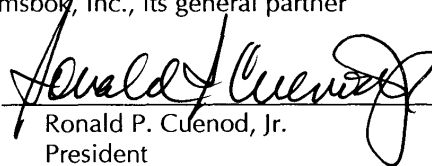
DEBTOR:

UNITED RAIL PARTNERS, LTD.

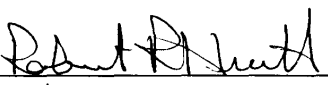
By: RH Investments, Inc., its general partner

By:   
Jeffrey A. Rawson  
President

By: Gemsbok, Inc., its general partner

By:   
Ronald P. Cuenod, Jr.  
President

By: Weimar Rail, Inc., its general partner

By:   
Robert R. Huette  
President

SECURED PARTY:

SOUTHWEST BANK OF TEXAS, N.A.

By:   
Carmen Dunmire  
Vice President



STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

On this 15<sup>th</sup> day of December, 2000, this instrument was acknowledged before me by Jeffrey S. Rawson, President of RH Investments, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas

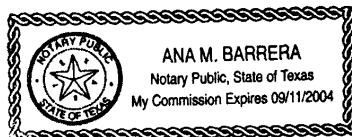
STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

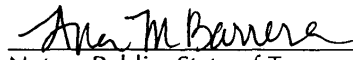
On this 15<sup>th</sup> day of December, 2000, this instrument was acknowledged before me by Robert R. Huette, President of Weimar Rail, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

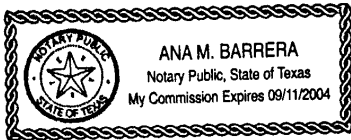
On this 15<sup>th</sup> day of December, 2000, this instrument was acknowledged before me by Ronald P. Cuenod, Jr., President of Gemsbok, Inc., a Texas corporation, on behalf of such corporation by authority of its Board of Directors, as the general partner of United Rail Partner, Ltd., a Texas limited partnership, on behalf of such partnership, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.




  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

On this 15<sup>th</sup> day of December, 2000, this instrument was acknowledged before me by Carmen Dunmire as Vice President of Southwest Bank of Texas, N.A., a national association, on behalf of such association by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



  
\_\_\_\_\_  
Notary Public, State of Texas

List of Exhibits  
Exhibit "A" - Railcars

EXHIBIT "A"

Railcars

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
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*Part 1 of 3, Active*

GATX013252		80001	ALBEMARLE CORPORATION
GATX013253		80002	ALBEMARLE CORPORATION
GATX013254		80003	ALBEMARLE CORPORATION
GATX013255		80004	ALBEMARLE CORPORATION
GATX013257		80005	ALBEMARLE CORPORATION
GATX013259		80006	ALBEMARLE CORPORATION
GATX013260		80007	ALBEMARLE CORPORATION
GATX051503		80008	ALBEMARLE CORPORATION
GATX014818		80009	ATLANTIC CITY ELECTRIC CO
GATX041134		80010	ATLANTIC CITY ELECTRIC CO
GATX041136		80011	ATLANTIC CITY ELECTRIC CO
GATX041141		80012	ATLANTIC CITY ELECTRIC CO
GATX041147		80013	ATLANTIC CITY ELECTRIC CO
GATX041149		80014	ATLANTIC CITY ELECTRIC CO
GATX041150		80015	ATLANTIC CITY ELECTRIC CO
GATX041151		80016	ATLANTIC CITY ELECTRIC CO
GATX041153		80017	ATLANTIC CITY ELECTRIC CO
GATX041156		80018	ATLANTIC CITY ELECTRIC CO
GATX041157		80019	ATLANTIC CITY ELECTRIC CO
GATX041161		80020	ATLANTIC CITY ELECTRIC CO
GATX041162		80021	ATLANTIC CITY ELECTRIC CO
GATX041163		80022	ATLANTIC CITY ELECTRIC CO
GATX041164		80023	ATLANTIC CITY ELECTRIC CO
GATX041167		80024	ATLANTIC CITY ELECTRIC CO
GATX041169		80025	ATLANTIC CITY ELECTRIC CO
GATX041171		80026	ATLANTIC CITY ELECTRIC CO
GATX041172		80027	ATLANTIC CITY ELECTRIC CO
GATX041176		80028	ATLANTIC CITY ELECTRIC CO
GATX041180		80029	ATLANTIC CITY ELECTRIC CO
GATX041183		80030	ATLANTIC CITY ELECTRIC CO
GATX041184		80031	ATLANTIC CITY ELECTRIC CO
GATX041189		80032	ATLANTIC CITY ELECTRIC CO
GATX041191		80033	ATLANTIC CITY ELECTRIC CO
GATX041194		80034	ATLANTIC CITY ELECTRIC CO
GATX041198		80035	ATLANTIC CITY ELECTRIC CO
GATX041199		80036	ATLANTIC CITY ELECTRIC CO
GATX041200		80037	ATLANTIC CITY ELECTRIC CO
GATX045676		80038	ATLANTIC CITY ELECTRIC CO
GATX045677		80039	ATLANTIC CITY ELECTRIC CO
GATX045678		80040	ATLANTIC CITY ELECTRIC CO
GATX045681		80041	ATLANTIC CITY ELECTRIC CO
GATX045685		80042	ATLANTIC CITY ELECTRIC CO
GATX045688		80043	ATLANTIC CITY ELECTRIC CO
GATX045689		80044	ATLANTIC CITY ELECTRIC CO
GATX045691		80045	ATLANTIC CITY ELECTRIC CO
GATX045692		80046	ATLANTIC CITY ELECTRIC CO
GATX045695		80047	ATLANTIC CITY ELECTRIC CO
GATX045699		80048	ATLANTIC CITY ELECTRIC CO

## Exhibit "A"

## Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX045704		80049	ATLANTIC CITY ELECTRIC CO
GATX045705		80050	ATLANTIC CITY ELECTRIC CO
GATX045706		80051	ATLANTIC CITY ELECTRIC CO
GATX045707		80052	ATLANTIC CITY ELECTRIC CO
GATX045708		80053	ATLANTIC CITY ELECTRIC CO
GATX045709		80054	ATLANTIC CITY ELECTRIC CO
GATX045710		80055	ATLANTIC CITY ELECTRIC CO
GATX045711		80056	ATLANTIC CITY ELECTRIC CO
GATX045713		80057	ATLANTIC CITY ELECTRIC CO
GATX094530		80058	ATLANTIC CITY ELECTRIC CO
GATX011871		80059	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX012743		80060	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX028820		80061	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX035810		80062	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX043414		80063	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX048282		80064	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX056141		80065	CLEAN HARBORS ENVIRONMENTAL SERVICE
GATX043253		80066	COASTAL REFINING & MARKETING INC.
GATX043259		80067	COASTAL REFINING & MARKETING INC.
GATX043260		80068	COASTAL REFINING & MARKETING INC.
GATX043263		80069	COASTAL REFINING & MARKETING INC.
GATX043266		80070	COASTAL REFINING & MARKETING INC.
GATX043285		80071	COASTAL REFINING & MARKETING INC.
GATX048931		80072	COASTAL REFINING & MARKETING INC.
GATX048967		80073	COASTAL REFINING & MARKETING INC.
GATX048975		80074	COASTAL REFINING & MARKETING INC.
GATX049034		80075	COASTAL REFINING & MARKETING INC.
GATX014808		80076	CONSOLIDATED OIL & TRANSPORTATION C
GATX014825		80077	CONSOLIDATED OIL & TRANSPORTATION C
GATX016009		80078	CONSOLIDATED OIL & TRANSPORTATION C
GATX016049		80079	CONSOLIDATED OIL & TRANSPORTATION C
GATX016202		80080	CONSOLIDATED OIL & TRANSPORTATION C
GATX016222		80081	CONSOLIDATED OIL & TRANSPORTATION C
GATX018018		80082	CONSOLIDATED OIL & TRANSPORTATION C
GATX019403		80083	CONSOLIDATED OIL & TRANSPORTATION C
GATX019414		80084	CONSOLIDATED OIL & TRANSPORTATION C
GATX019812		80085	CONSOLIDATED OIL & TRANSPORTATION C
GATX020561		80086	CONSOLIDATED OIL & TRANSPORTATION C
GATX020569		80087	CONSOLIDATED OIL & TRANSPORTATION C
GATX023202		80088	CONSOLIDATED OIL & TRANSPORTATION C
GATX023233		80089	CONSOLIDATED OIL & TRANSPORTATION C
GATX023473		80090	CONSOLIDATED OIL & TRANSPORTATION C
GATX023490		80091	CONSOLIDATED OIL & TRANSPORTATION C
GATX023491		80092	CONSOLIDATED OIL & TRANSPORTATION C
GATX041133		80093	CONSOLIDATED OIL & TRANSPORTATION C
GATX041799		80094	CONSOLIDATED OIL & TRANSPORTATION C
GATX042242		80095	CONSOLIDATED OIL & TRANSPORTATION C
GATX043031		80096	CONSOLIDATED OIL & TRANSPORTATION C
GATX043040		80097	CONSOLIDATED OIL & TRANSPORTATION C

Exhibit "A"

Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX043041		80098	CONSOLIDATED OIL & TRANSPORTATION C
GATX043045		80099	CONSOLIDATED OIL & TRANSPORTATION C
GATX043047		80100	CONSOLIDATED OIL & TRANSPORTATION C
GATX043052		80101	CONSOLIDATED OIL & TRANSPORTATION C
GATX043864		80102	CONSOLIDATED OIL & TRANSPORTATION C
GATX043889		80103	CONSOLIDATED OIL & TRANSPORTATION C
GATX045682		80104	CONSOLIDATED OIL & TRANSPORTATION C
GATX045684		80105	CONSOLIDATED OIL & TRANSPORTATION C
GATX047671		80106	CONSOLIDATED OIL & TRANSPORTATION C
GATX048961		80107	CONSOLIDATED OIL & TRANSPORTATION C
GATX049163		80108	CONSOLIDATED OIL & TRANSPORTATION C
GATX049169		80109	CONSOLIDATED OIL & TRANSPORTATION C
GATX049770		80110	CONSOLIDATED OIL & TRANSPORTATION C
GATX050501		80111	CONSOLIDATED OIL & TRANSPORTATION C
GATX050986		80112	CONSOLIDATED OIL & TRANSPORTATION C
GATX056625		80113	CONSOLIDATED OIL & TRANSPORTATION C
GATX056640		80114	CONSOLIDATED OIL & TRANSPORTATION C
GATX056641		80115	CONSOLIDATED OIL & TRANSPORTATION C
GATX056646		80116	CONSOLIDATED OIL & TRANSPORTATION C
GATX081434		80117	CONSOLIDATED OIL & TRANSPORTATION C
GATX092967		80118	CONSOLIDATED OIL & TRANSPORTATION C
GATX092969		80119	CONSOLIDATED OIL & TRANSPORTATION C
GATX092970		80120	CONSOLIDATED OIL & TRANSPORTATION C
GATX092971		80121	CONSOLIDATED OIL & TRANSPORTATION C
GATX094526		80122	CONSOLIDATED OIL & TRANSPORTATION C
GATX094585		80123	CONSOLIDATED OIL & TRANSPORTATION C
GATX094587		80124	CONSOLIDATED OIL & TRANSPORTATION C
GATX094588		80125	CONSOLIDATED OIL & TRANSPORTATION C
GATX014823		80126	GOLDEN BEAR OIL SPECIALTIES
GATX015630		80127	GOLDEN BEAR OIL SPECIALTIES
GATX022535		80128	GOLDEN BEAR OIL SPECIALTIES
GATX022553		80129	GOLDEN BEAR OIL SPECIALTIES
GATX022585		80130	GOLDEN BEAR OIL SPECIALTIES
GATX023118		80131	GOLDEN BEAR OIL SPECIALTIES
GATX049158		80132	GOLDEN BEAR OIL SPECIALTIES
GATX056145		80133	GOLDEN BEAR OIL SPECIALTIES
GATX056396		80134	GOLDEN BEAR OIL SPECIALTIES
GATX071051		80135	GOLDEN BEAR OIL SPECIALTIES
GATX013569		80136	HERITAGE GROUP THE
GATX013692		80137	HERITAGE GROUP THE
GATX014810		80138	HERITAGE GROUP THE
GATX015637		80139	HERITAGE GROUP THE
GATX015641		80140	HERITAGE GROUP THE
GATX015642		80141	HERITAGE GROUP THE
GATX015643		80142	HERITAGE GROUP THE
GATX016001		80143	HERITAGE GROUP THE
GATX016008		80144	HERITAGE GROUP THE
GATX016015		80145	HERITAGE GROUP THE
GATX016018		80146	HERITAGE GROUP THE

Exhibit "A"

Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX016024		80147	HERITAGE GROUP THE
GATX016027		80148	HERITAGE GROUP THE
GATX016034		80149	HERITAGE GROUP THE
GATX016050		80150	HERITAGE GROUP THE
GATX016513		80151	HERITAGE GROUP THE
GATX016765		80152	HERITAGE GROUP THE
GATX016775		80153	HERITAGE GROUP THE
GATX020154		80154	HERITAGE GROUP THE
GATX020180		80155	HERITAGE GROUP THE
GATX023479		80156	HERITAGE GROUP THE
GATX023561		80157	HERITAGE GROUP THE
GATX025693		80158	HERITAGE GROUP THE
GATX033317		80159	HERITAGE GROUP THE
GATX038378		80160	HERITAGE GROUP THE
GATX038380		80161	HERITAGE GROUP THE
GATX038392		80162	HERITAGE GROUP THE
GATX040986		80163	HERITAGE GROUP THE
GATX041681		80164	HERITAGE GROUP THE
GATX041683		80165	HERITAGE GROUP THE
GATX041686		80166	HERITAGE GROUP THE
GATX041689		80167	HERITAGE GROUP THE
GATX041987		80168	HERITAGE GROUP THE
GATX041988		80169	HERITAGE GROUP THE
GATX042005		80170	HERITAGE GROUP THE
GATX042041		80171	HERITAGE GROUP THE
GATX042045		80172	HERITAGE GROUP THE
GATX042121		80173	HERITAGE GROUP THE
GATX042226		80174	HERITAGE GROUP THE
GATX043062		80175	HERITAGE GROUP THE
GATX043117		80176	HERITAGE GROUP THE
GATX043227		80177	HERITAGE GROUP THE
GATX043264		80178	HERITAGE GROUP THE
GATX043445		80179	HERITAGE GROUP THE
GATX043533		80180	HERITAGE GROUP THE
GATX043581		80181	HERITAGE GROUP THE
GATX043618		80182	HERITAGE GROUP THE
GATX043871		80183	HERITAGE GROUP THE
GATX043874		80184	HERITAGE GROUP THE
GATX043886		80185	HERITAGE GROUP THE
GATX043890		80186	HERITAGE GROUP THE
GATX045105		80187	HERITAGE GROUP THE
GATX045112		80188	HERITAGE GROUP THE
GATX045117		80189	HERITAGE GROUP THE
GATX045141		80190	HERITAGE GROUP THE
GATX047558		80191	HERITAGE GROUP THE
GATX047576		80192	HERITAGE GROUP THE
GATX047613		80193	HERITAGE GROUP THE
GATX047643		80194	HERITAGE GROUP THE
GATX047668		80195	HERITAGE GROUP THE

Exhibit "A"

Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX047685		80196	HERITAGE GROUP THE
GATX048271		80197	HERITAGE GROUP THE
GATX048902		80198	HERITAGE GROUP THE
GATX048904		80199	HERITAGE GROUP THE
GATX048908		80200	HERITAGE GROUP THE
GATX048909		80201	HERITAGE GROUP THE
GATX048936		80202	HERITAGE GROUP THE
GATX048939		80203	HERITAGE GROUP THE
GATX048944		80204	HERITAGE GROUP THE
GATX048950		80205	HERITAGE GROUP THE
GATX049024		80206	HERITAGE GROUP THE
GATX056140		80207	HERITAGE GROUP THE
GATX070967		80208	HERITAGE GROUP THE
GATX091295		80209	HERITAGE GROUP THE
GATX093140		80210	HERITAGE GROUP THE
GATX093178		80211	HERITAGE GROUP THE
GATX093200		80212	HERITAGE GROUP THE
GATX023574		80213	LUX INTERNATIONAL CORP
GATX042238		80214	LUX INTERNATIONAL CORP
GATX043289		80215	LUX INTERNATIONAL CORP
GATX047649		80216	LUX INTERNATIONAL CORP
GATX048913		80217	LUX INTERNATIONAL CORP
GATX014820		80218	NK ASPHALT PARTNERS
GATX016036		80219	NK ASPHALT PARTNERS
GATX020188		80220	NK ASPHALT PARTNERS
GATX035854		80221	NK ASPHALT PARTNERS
GATX041985		80222	NK ASPHALT PARTNERS
GATX042205		80223	NK ASPHALT PARTNERS
GATX042230		80224	NK ASPHALT PARTNERS
GATX042235		80225	NK ASPHALT PARTNERS
GATX042236		80226	NK ASPHALT PARTNERS
GATX042244		80227	NK ASPHALT PARTNERS
GATX042258		80228	NK ASPHALT PARTNERS
GATX042265		80229	NK ASPHALT PARTNERS
GATX042268		80230	NK ASPHALT PARTNERS
GATX043001		80231	NK ASPHALT PARTNERS
GATX043055		80232	NK ASPHALT PARTNERS
GATX043059		80233	NK ASPHALT PARTNERS
GATX043087		80234	NK ASPHALT PARTNERS
GATX047596		80235	NK ASPHALT PARTNERS
GATX052209		80236	NK ASPHALT PARTNERS
GATX057706		80237	NK ASPHALT PARTNERS
GATX092974		80238	NK ASPHALT PARTNERS
GATX093137		80239	NK ASPHALT PARTNERS
GATX093219		80240	NK ASPHALT PARTNERS
GATX093223		80241	NK ASPHALT PARTNERS
GATX094500		80242	NK ASPHALT PARTNERS
GATX012726		80243	SAFETY-KLEEN CORPORATION
GATX012849		80244	SAFETY-KLEEN CORPORATION



Exhibit "A"

Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX013696		80245	SAFETY-KLEEN CORPORATION
GATX014822		80246	SAFETY-KLEEN CORPORATION
GATX016007		80247	SAFETY-KLEEN CORPORATION
GATX020195		80248	SAFETY-KLEEN CORPORATION
GATX035848		80249	SAFETY-KLEEN CORPORATION
GATX042004		80250	SAFETY-KLEEN CORPORATION
GATX042212		80251	SAFETY-KLEEN CORPORATION
GATX042594		80252	SAFETY-KLEEN CORPORATION
GATX043016		80253	SAFETY-KLEEN CORPORATION
GATX047150		80254	SAFETY-KLEEN CORPORATION
GATX047553		80255	SAFETY-KLEEN CORPORATION
GATX047557		80256	SAFETY-KLEEN CORPORATION
GATX047586		80257	SAFETY-KLEEN CORPORATION
GATX047624		80258	SAFETY-KLEEN CORPORATION
GATX047670		80259	SAFETY-KLEEN CORPORATION
GATX048911		80260	SAFETY-KLEEN CORPORATION
GATX048941		80261	SAFETY-KLEEN CORPORATION
GATX048943		80262	SAFETY-KLEEN CORPORATION
GATX048945		80263	SAFETY-KLEEN CORPORATION
GATX048949		80264	SAFETY-KLEEN CORPORATION
GATX048958		80265	SAFETY-KLEEN CORPORATION
GATX048960		80266	SAFETY-KLEEN CORPORATION
GATX048965		80267	SAFETY-KLEEN CORPORATION
GATX048972		80268	SAFETY-KLEEN CORPORATION
GATX048983		80269	SAFETY-KLEEN CORPORATION
GATX048985		80270	SAFETY-KLEEN CORPORATION
GATX049174		80271	SAFETY-KLEEN CORPORATION
GATX049755		80272	SAFETY-KLEEN CORPORATION
GATX049781		80273	SAFETY-KLEEN CORPORATION
GATX093180		80274	SAFETY-KLEEN CORPORATION
GATX014430		80275	THE INTERNATIONAL GROUP INC
GATX022581		80276	THE INTERNATIONAL GROUP INC
GATX042327		80277	THE INTERNATIONAL GROUP INC
GATX042329		80278	THE INTERNATIONAL GROUP INC
GATX042332		80279	THE INTERNATIONAL GROUP INC
GATX042333		80280	THE INTERNATIONAL GROUP INC
GATX042377		80281	THE INTERNATIONAL GROUP INC
GATX048940		80282	THE INTERNATIONAL GROUP INC
GATX048977		80283	THE INTERNATIONAL GROUP INC
GATX050980		80284	THE INTERNATIONAL GROUP INC
GATX010561		80285	ULTRAMAR DIAMOND SHAMROCK
GATX011918		80286	ULTRAMAR DIAMOND SHAMROCK
GATX013935		80287	ULTRAMAR DIAMOND SHAMROCK
GATX013937		80288	ULTRAMAR DIAMOND SHAMROCK
GATX020556		80289	ULTRAMAR DIAMOND SHAMROCK
GATX020576		80290	ULTRAMAR DIAMOND SHAMROCK
GATX033316		80291	ULTRAMAR DIAMOND SHAMROCK
GATX035612		80292	ULTRAMAR DIAMOND SHAMROCK
GATX035617		80293	ULTRAMAR DIAMOND SHAMROCK

## Exhibit "A"

## Schedule of Cars Purchased from GATX Rail Corporation

Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX035619		80294	ULTRAMAR DIAMOND SHAMROCK
GATX035718		80295	ULTRAMAR DIAMOND SHAMROCK
GATX042073		80296	ULTRAMAR DIAMOND SHAMROCK
GATX042111		80297	ULTRAMAR DIAMOND SHAMROCK
GATX046134		80298	ULTRAMAR DIAMOND SHAMROCK
GATX047594		80299	ULTRAMAR DIAMOND SHAMROCK
GATX047633		80300	ULTRAMAR DIAMOND SHAMROCK
GATX047663		80301	ULTRAMAR DIAMOND SHAMROCK
GATX047667		80302	ULTRAMAR DIAMOND SHAMROCK
GATX056148		80303	ULTRAMAR DIAMOND SHAMROCK
GATX093081		80304	ULTRAMAR DIAMOND SHAMROCK
GATX093129		80305	ULTRAMAR DIAMOND SHAMROCK
GATX093131		80306	ULTRAMAR DIAMOND SHAMROCK
GATX094537		80307	ULTRAMAR DIAMOND SHAMROCK
GATX042218		80308	UNION PACIFIC SYSTEM
GATX043022		80309	UNION PACIFIC SYSTEM
GATX043057		80310	UNION PACIFIC SYSTEM
GATX044289		80311	UNION PACIFIC SYSTEM
GATX045120		80312	UNION PACIFIC SYSTEM
GATX045147		80313	UNION PACIFIC SYSTEM
GATX047556		80314	UNION PACIFIC SYSTEM
GATX047639		80315	UNION PACIFIC SYSTEM
GATX003700		80316	YOUNG REFINING CORPORATION
GATX011905		80317	YOUNG REFINING CORPORATION
GATX014151		80318	YOUNG REFINING CORPORATION
GATX014152		80319	YOUNG REFINING CORPORATION
GATX014157		80320	YOUNG REFINING CORPORATION
GATX015626		80321	YOUNG REFINING CORPORATION
GATX015627		80322	YOUNG REFINING CORPORATION
GATX015628		80323	YOUNG REFINING CORPORATION
GATX015631		80324	YOUNG REFINING CORPORATION
GATX015633		80325	YOUNG REFINING CORPORATION
GATX015635		80326	YOUNG REFINING CORPORATION
GATX015645		80327	YOUNG REFINING CORPORATION
GATX015646		80328	YOUNG REFINING CORPORATION
GATX020179		80329	YOUNG REFINING CORPORATION
GATX020190		80330	YOUNG REFINING CORPORATION
GATX027226		80331	YOUNG REFINING CORPORATION
GATX027227		80332	YOUNG REFINING CORPORATION
GATX027230		80333	YOUNG REFINING CORPORATION
GATX034468		80334	YOUNG REFINING CORPORATION
GATX041165		80335	YOUNG REFINING CORPORATION
GATX042034		80336	YOUNG REFINING CORPORATION
GATX042114		80337	YOUNG REFINING CORPORATION
GATX043852		80338	YOUNG REFINING CORPORATION
GATX047653		80339	YOUNG REFINING CORPORATION
GATX047657		80340	YOUNG REFINING CORPORATION
GATX047660		80341	YOUNG REFINING CORPORATION
GATX081427		80342	YOUNG REFINING CORPORATION

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
GATX081428		80343	YOUNG REFINING CORPORATION
GATX093023		80344	YOUNG REFINING CORPORATION
GATX093902		80345	YOUNG REFINING CORPORATION
GATX094518		80346	YOUNG REFINING CORPORATION
<b>Total Part 1 of 3</b>		<b>346</b>	

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
<b>Part 2 of 3, Idle</b>			
GATX013667		80347	Cars not on lease
GATX013914		80348	Cars not on lease
GATX015434		80349	Cars not on lease
GATX016030		80350	Cars not on lease
GATX017261		80351	Cars not on lease
GATX017655		80352	Cars not on lease
GATX017688		80353	Cars not on lease
GATX017689		80354	Cars not on lease
GATX017690		80355	Cars not on lease
GATX018526		80356	Cars not on lease
GATX018539		80357	Cars not on lease
GATX020475		80358	Cars not on lease
GATX020477		80359	Cars not on lease
GATX020486		80360	Cars not on lease
GATX020488		80361	Cars not on lease
GATX020564		80362	Cars not on lease
GATX020642		80363	Cars not on lease
GATX020672		80364	Cars not on lease
GATX020684		80365	Cars not on lease
GATX022534		80366	Cars not on lease
GATX024656		80367	Cars not on lease
GATX024671		80368	Cars not on lease
GATX028802		80369	Cars not on lease
GATX030192		80370	Cars not on lease
GATX041795		80371	Cars not on lease
GATX045697		80372	Cars not on lease
GATX047138		80373	Cars not on lease
GATX047140		80374	Cars not on lease
GATX047148		80375	Cars not on lease
GATX048283		80376	Cars not on lease
GATX050502		80377	Cars not on lease
GATX050855		80378	Cars not on lease
GATX050979		80379	Cars not on lease
GATX066511		80380	Cars not on lease
GATX071943		80381	Cars not on lease
GATX071945		80382	Cars not on lease
GATX072005		80383	Cars not on lease
<b>Total Part 2 of 3</b>		<b>37</b>	

Exhibit "A"  
Schedule of Cars Purchased from GATX Rail Corporation  
Parts 1, 2 and 3

<i>Railcar ID</i>	<i>Re-Stencil GATX Car #</i>	<i>Re-Stencil SRIX Car #</i>	<i>Customer Name</i>
<b>Part 3 of 3, Idle</b>			
AMCX023002	GATX001815	80384	Cars not on lease
AMCX023005	GATX001818	80385	Cars not on lease
AMCX023024	GATX002078	80386	Cars not on lease
AMCX023030	GATX002084	80387	Cars not on lease
AMCX023031	GATX002085	80388	Cars not on lease
AMCX023040	GATX002094	80389	Cars not on lease
AMCX023049	GATX002103	80390	Cars not on lease
AMCX023058	GATX002112	80391	Cars not on lease
AMCX023066	GATX001822	80392	Cars not on lease
AMCX023084	GATX001710	80393	Cars not on lease
AMCX023088	GATX001714	80394	Cars not on lease
AMCX023092	GATX001718	80395	Cars not on lease
AMCX025508	GATX002116	80396	Cars not on lease
AMCX025650	GATX001767	80397	Cars not on lease
AMCX025658	GATX001769	80398	Cars not on lease
AMCX025659	GATX001770	80399	Cars not on lease
AMCX025670	GATX001773	80400	Cars not on lease
AMCX025674	GATX001774	80401	Cars not on lease
AMCX025675	GATX001775	80402	Cars not on lease
AMCX025678	GATX001776	80403	Cars not on lease
AMCX025679	GATX001777	80404	Cars not on lease
AMCX025681	GATX001779	80405	Cars not on lease
AMCX025682	GATX001780	80406	Cars not on lease
AMCX025683	GATX001781	80407	Cars not on lease
AMCX025684	GATX001782	80408	Cars not on lease
AMCX025720	GATX002247	80409	Cars not on lease
AMCX025721	GATX002248	80410	Cars not on lease
AMCX025722	GATX002249	80411	Cars not on lease
AMCX025724	GATX002251	80412	Cars not on lease
AMCX025725	GATX002252	80413	Cars not on lease
AMCX025726	GATX002253	80414	Cars not on lease
AMCX025730	GATX002257	80415	Cars not on lease
AMCX025733	GATX002260	80416	Cars not on lease
AMCX025737	GATX002264	80417	Cars not on lease
AMCX025739	GATX002266	80418	Cars not on lease
<b>Total Part 3 of 3</b>		<b>35</b>	
<b>Grand Total</b>		<b>418</b>	